



FAIRFAX COUNTY

DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT
12000 Government Center Parkway, Suite 427
Fairfax, Virginia 22035-0013

www.co.fairfax.va.us/dpsm

V I R G I N I A

Telephone: (703) 324-3201 Fax: (703) 324-3228 TTY 1-800-828-1140

DATE DEC 23 2002

AMENDMENT NO.3

SUBJECT: Procurement Card Services

CONTRACTOR

Bank One, NA
Mail Code IL1-0199
300 S. Riverside, 18th FL
Chicago, IL 60670-0199

VENDOR CODE

B260899825-02

CONTRACT NO.

RQ99-217069-16A

Contract RQ99-217069-16A is amended to reflect a change in the Vendor as indicated below:

OLD VENDOR INFO:

FROM: Bank One Corporation
One First National Plaza
Mail Suite 0458
Chicago, Illinois 60670-0458

NEW VENDOR INFO:

TO: Bank One, NA
Mail Code IL1-0199
300 S. Riverside, 18th FL.
Chicago, Illinois 60670-0199

All other Contract prices, terms and conditions remain the same.

Cathy A. Muse, CPPO
Director/County Purchasing Agent

DISTRIBUTION:

Office of Finance – Accounts Payable
DPSM – Systems Administration Section
Control Copy
DAHS/Contract Mgmt. – Suite 738
FCPS – Tony Crosby
Park Authority- Contract Section

Contracts
Contract Administrator
DPSM – Mable McCarthy
✓ DPSM- Mary Jane Comly
FCPS – Doris Manyfield
Office of Finance – Rose Hill-Evans

Commercial Card Services

fax 312 954 3516

Mail Code IL1-0199
300 South Riverside
Chicago, IL 60670-0199



November 21, 2002

Ms. Mary Jane Comly
Fairfax County
12000 Government Center Pkwy.
Suite 427
Fairfax, VA 22035-0013

Dear Mary Jane:

We are writing in connection with the Purchasing Card Agreement (the "Agreement"), dated as of February 19, 1999 between Bank One, NA, formerly known as The First National Bank of Chicago (the "Bank"), a national banking association and Fairfax County, Virginia, an urban county executive form of government (the "Customer").

Subject to the terms and conditions of the Agreement, the Customer and the Bank, by the signatures of their authorized officers below, agree to amend the following as of November 1, 2002:

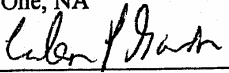
1. The following sentences are hereby inserted at the beginning of paragraph 8 of the Agreement:

"This Agreement shall be in force from February 12, 1999 until February 12, 2003 (the "Expiration Date") unless otherwise terminated pursuant to the provisions of this paragraph. Thereafter, this Agreement shall be successively renewed for three one year terms upon each anniversary of the Expiration Date as mutually agreeable by both parties hereto with a final Expiration Date no later than February 12, 2006."

2. Exhibit B to the Agreement is hereby deleted and Exhibit B attached hereto is inserted in place thereof. *Reference Amendment No 2*

It is understood and agreed that the terms and conditions of the Agreement shall continue in full force and effect, except as concerns the amendments contained herein.

Bank One, NA

By: 
Eileen P. Gardner
Assistant Vice President

Acknowledged and Agreed:

Fairfax County, Virginia

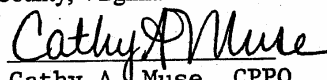
By: 
Name: Cathy A. Muse, CPPO
Title: Dir/County Purchasing Agent

EXHIBIT B
FAIRFAX COUNTY, VIRGINIA
INCENTIVES & FEES

Incentives

Volume Bonus

The following incentive schedule would apply to aggregate calendar year net USD charge volume (not including cash advances or convenience checks) when settlement terms are 14 days after each 30-day billing cycle.)

- \$10,000 when monthly spend reaches \$2.50 million (equivalent to \$30 million per year)
- \$10,000 when monthly spend reaches \$2.92 million (equivalent to \$35 million per year)
- \$10,000 when monthly spend reaches \$3.33 million (equivalent to \$40 million per year)
- \$10,000 when monthly spend reaches \$3.75 million (equivalent to \$45 million per year)
- \$10,000 when monthly spend reaches \$4.17 million (equivalent to \$50 million per year)

Volume Incentive

The following incentive schedule would apply to aggregate calendar year net USD charge volume (not including qualified large ticket transactions, cash advances or convenience checks) when settlement terms are 14 days after each 30-day billing cycle. Total dollar volume is used to determine which cell of the matrix below applies for the entire County of Fairfax "consortium". Escalator points can be earned for faster/more frequent payment as specified below. Each entity participating through County of Fairfax can choose their own payment terms and earn escalator points accordingly. Escalator can also be earned if an entity's average transaction size exceeds \$200.

| NET ANNUAL USD PURCHASE VOLUME (IN MILLIONS) | BASE INCENTIVE RATE |
|---|---------------------------|
| \$0 - \$5 | .25% |
| \$5 - \$10 | .30% |
| \$10 - \$20 | .50% |
| \$20 - \$30 | .55% |
| \$30 - \$40 | .60% |
| \$40 - \$50 | .65% |
| >\$50 | .70% |

Escalators to the schedule immediately above:

- Add 10 basis points if payment is made 7 days after a 30 day billing cycle
- Add 20 basis points if payment is made 7 days after a two-week billing period
- Add 25 basis points if payment is made 7 days after a weekly billing period
- Add 35 basis points if payment is made daily

- Add 10 basis points if portfolio average transaction size is \$200 - \$300
- Add 20 basis points if portfolio average transaction size is >\$300

If travel volume is individually billed, the following would apply to individually billed travel volume only (cardholder terms are 30 & 25):

- Subtract 5 basis points if centrally paid
- Subtract 10 basis points if individually paid

Large Ticket Transactions

The following schedule applies separately to each entity's net USD charge volume that qualifies for the large ticket interchange rate. Qualified transactions exceed \$4500, include at least level II data and are acknowledged by the supplier's acquirer.

| AVERAGE TRANSACTION SIZE | LARGE TICKET INCENTIVE RATE |
|--------------------------------|--------------------------------------|
| \$4,500 - \$5,000 | .50% |
| \$5,000 - \$7,500 | .45% |
| \$7500 - \$10,000 | .40% |
| \$10,000 - \$15,000 | .35% |
| \$15,000 - \$20,000 | .30% |
| \$20,000 - \$25,000 | .25% |
| >\$25,000 | .20% |

Escalators to the schedule immediately above:

- Add 10 basis points if payment is made 7 days after a 30 day billing cycle
- Add 20 basis points if payment is made 7 days after a two-week billing period
- Add 25 basis points if payment is made 7 days after a weekly billing period
- Add 35 basis points if payment is made daily

To qualify for incentive awards, all corporate billing accounts must be current as of December 31, each year. Incentive awards are paid in January for the previous calendar year.

Incidental Fees

Plastic Design (assessed per order)

Standard

No Charge

Graphix Card Design (one standard color)

\$300 per side per proof

Custom Card Design (multiple/custom colors, min. order of 1000)

At cost

Copy Retrieval Fee (applies only to non-disputed items)

\$5.00 per receipt

Finance Charge Rate (applies only to past due accounts)

Prime + 2%

Reporting

PVS Net

Monthly Subscription Fee

WAIVED

Optional Custom Mapper Programming

\$150 per hour (First Custom Mapper Waived)

ProValue Services

Software Sub-License

PAID

Monthly Maintenance

1 – 10 total sites

\$150 per transmission site

11 – 20 total sites

\$100 per transmission site

> 20 total sites

\$50 per transmission site

Super Corp Transmissions

\$50 per transmission site

(The first hierarchy is charged the standard monthly maintenance fee. All Incremental hierarchy files are charged at the super corp rate.)

| | |
|---|---------------------------|
| Custom Mapper | No Charge |
| First mapper | \$150 per hour |
| Mapper upgrade | |
| Custom Programming | \$150 per hour |
| Training & Installation | |
| Remote installation | WAIVED |
| On-site installation | WAIVED |
| Additional on-site training | \$500 per day plus travel |
| One-day training class at ProCard, Inc.** | \$295 per person |
| Two-day training class at ProCard, Inc.** | \$495 per person |

** Direct billed by ProCard, Inc.

Pathway Net

| | |
|--|---------------------------|
| Software Sub-License | WAIVED |
| Monthly Maintenance | WAIVED |
| Custom Mapper | |
| First mapper | No Charge |
| Mapper upgrade | \$150 per hour |
| Custom Programming | \$150 per hour |
| Training | |
| Additional on-site training (after initial implementation) | \$750 per day plus travel |
| One-day training class at ProCard, Inc.** | \$295 per person |
| Two-day training class at ProCard, Inc.** | \$495 per person |

** Direct billed by ProCard, Inc.

Optional Services

| | |
|---|--|
| Cash Advance | 2% (\$3.00 minimum) |
| Convenience Check | \$1.00 per posted check + .5% of value |
| Commercial Card Travel Rewards*** | |
| Annual Program Fee (employee or company paid) | \$75 per participant |
| Bonus Point Purchase | \$.02 per bonus point |

***Subject to the *Terms & Conditions* of the Bank One Commercial Card Travel Rewards Program

Cardholder Fees (individual billing)

| | |
|---------------------|---|
| Late Payment Fee | \$15.00 per Card per past due payment by Cardmember |
| Returned Check Fee | \$15.00 per Cardmember check returned |
| Finance Charge Rate | Prime + 6.4% |